

	separate with commas, leave no spaces
609	343,344,347,449
If your application includes INELIGIBLE entities, check here. <input checked="" type="checkbox"/> If checked, complete Item 18.	

**17. Billed Entities**

List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. Attach additional sheets if necessary.

Entity	Entity Number
ATLANTIC CITY BVE-ADMIN	123420

**18. Ineligible Participating Entities**

Does your application also seek bids on services to entities that are not eligible for the Universal Service Program? If so, list those entities here (attach pages if needed):

Ineligible Participating Entity	Area Code	Prefix
---------------------------------	-----------	--------

**Block 5: Certification and Signature****19. The applicant includes:(Check one or both)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

**20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:**

- a. ☒ individual technology plans for using the services requested in the application, and/or
- b. ☒ higher-level technology plans for using the services requested in the application, or
- c. ☒ no technology plan needed; application requests basic local and/or long distance telephone service only.

**21. Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):**

- a. ☒ technology plan(s) has/have been approved by a state or other authorized body.
- b. ☒ technology plan(s) will be approved by a state or other authorized body.
- c. ☒ no technology plan needed; application requests basic local and long distance telephone service only.

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature of authorized person: ☒

26. Date (mm/dd/yyyy): 01/05/2003

27. Printed name of authorized person: Martin Friedman

28. Title or position of authorized person: Consultant

29a. Address of authorized person:

City: State: Zip:

29b. Telephone number of authorized person: (610) 999 - 9935

29c. Fax number of authorized person: ()

29d. E-mail address number of authorized person:

**Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.**

**Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the "Service Provider Role in Assisting Customers" at [www.sl.universalservice.org/vendor/manual/chapter5.doc](http://www.sl.universalservice.org/vendor/manual/chapter5.doc) or call the Client Service Bureau at 1-888-203-8100.**

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions,

searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470  
P.O. Box 7026  
Lawrence, Kansas 66044-7026  
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD-Form 470  
c/o Ms. Smith  
3833 Greenway Drive  
Lawrence, Kansas 66046  
1-888-203-8100**

FCC Form 470  
May 2003

[New Search](#)

[Return To Search Results](#)

## **Appendix “4”**

# ATLANTIC CITY SCHOOLS

## OFFICE OF SUPERINTENDENT

Phone: 609-343-7200 • Fax: 609-345-3268

**Fredrick P. Nickles**  
*Superintendent*

### Signature Letter of Authorization

This letter gives authority to Martin Friedman of ALEMAR Consulting for the purpose of  
submitting all forms and correspondence as it relates to the eRate process  
(Telecommunications, Internet, and Internal Connections) for 6 years (2003-2004)

*Fredrick P. Nickles, Supt.*  
Authorizing Signature, Title

*1/14/23*  
Date

#44

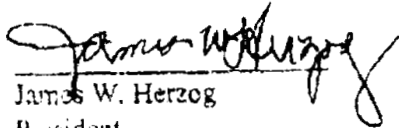
ATLANTIC CITY BOARD OF EDUCATION  
Office of the Secretary

Administration Building  
1869 Pacific Avenue  
Atlantic City, NJ 08401


Lesley A. Motz  
Interim Business Admin./Board Secretary  
(609) 343-7200 ext. 5038 Fax - 347-1549

March 24, 2003

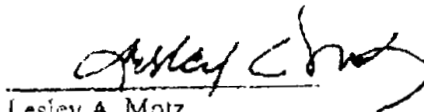
This letter gives authority to Martin Friedman of ALEMAR Consulting for the purpose of submitting all forms and correspondence as it relates to the eRate process (telecommunications, Internet and Internal Connections) for years 3 through 6 (2003-2004).

  
James W. Herzog  
President

3/27/03  
Date

  
Fredrick P. Nickles  
Superintendent

3/27/03  
Date

  
Lesley A. Motz  
Interim Bus Admin./Board Secretary

3/27/03  
Date

## **Appendix “5”**

**Servers**

<u>item</u>	<u>(qty)</u>	<u>description</u>
-------------	--------------	--------------------

**Web Server(26)**

**Intel Dual Xeon processor server**  
**Dual 2.4GHz Intel Xeon Processors**  
**4GB RAM REGISTER ECC**  
**Dual XEON Intel Serverboard**  
**Intel SC5200 Chasis 4u Rackmount**  
**The Hot-Swap and Redundant Power chassis**  
**Raid SCSI Controller - for RAID 5**  
**3 - 36GB Seagate Cheetah Hard Drive Storage HOT-SWAPABLE**  
**3.5" Floppy Drive**  
**52X CD-ROM Drive**  
**10/100 Fast Ethernet Server Adpator**  
**Scalable and expandable Network Bandwidth and redundant link**  
**160GB Internal LVD SCSI Tape Backup**  
**3Year Warranty Service**

---

**DHCP Servers (13)**

**Intel Dual Xeon processor server**  
**Dual 2.4GHz Intel Xeon Processors**  
**1GB RAM REGISTER ECC UPGRADABLE TO 4GB**  
**Dual XEON Intel Serverboard**  
**Intel SC5200 Chassis 4u Rackmount**  
**The Hot-Swap and Redundant Power chassis**  
**Raid SCSI Controller - for RAID 5**  
**2 -18GB SCSI Hard Drive Storage Hot-Swappable Mirrored**  
**3.5" Floppy Drive**  
**52X CD-ROM Drive**  
**10/100 Fast Ethernet Server Adapter**  
**WINDOWS2000 SERVER**  
**3Year Warranty Service**

---

**DNS Servers (13)**

**Intel Dual Xeon processor server**  
**Dual 2.4GHz Intel Xeon Processors**  
**2GB RAM REGISTER ECC UPGRADABLE TO 4GB**  
**Dual XEON Intel Serverboard**  
**Intel SC5200 Chassis 4u Rackmount**  
**The Hot-Swap and Redundant Power chassis**



**Raid SCSI Controller - for RAID 5  
2 -18GB SCSI Hard Drive Storage Hot-Swappable Mirrored  
3.5" Floppy Drive  
52X CD-ROM Drive  
10/100 Fast Ethernet Server Adapter  
WINDOWS2000 SERVER  
3Year Warranty Service**

---

**RackMount Cabinet with Lock door  
42U full-size Rack- 19"**

**APC SMARTUPS 3000VA RM**

**KVM Switches 8port  
Cables for 3 servers**

**Rackmountable LCD MONITOR  
with Keyboard drawer  
Netshelter RM Keyboard/mouse**

**24 Port Stackable/Managed Switch/Cisco 10/100/3 COM/or better**

**There should be integration compatible servers. The District currently has Intel compatible servers running Unix and Linux. The District will require a stable platform for servers and solution for Web and email.**

---

**New Jersey Avenue will require 200 drops of CAT 5E or 6.  
Indiana Avenue will require 180 drops of CAT 5E or 6.**

**All other schools would have minimum of 50 drops with maintenance services**

---

**Wireless Lan 16 areas to be designated ( at least one in the 11 schools)  
(802.11 a and 802.11b compatible)**

---

### **IMPORTANT**

**Vendors are required to participate in a walk-through of these premises in order to provide a "best solution" for the District for all internal connections, excluding the servers detailed above. No proposals will be considered from a vendor who has not participated in the official walk-through dates.**

**All proposals must include company information and references. Please include the SPIN on the proposal.**

---

**All proposals should be addressed to:  
Atlantic City School District, eRate Y6  
c/o ALEMAR Consulting  
442 Lyndhurst Drive  
Broomall, PA 19008-4146**

**Bids must be received by January 31, 2003 at 4:00 pm.**

---

Additional Equipment EMMI (Enhanced Multimedia Interface), MCU (Master Control Unit), Multipoint Control Unit, enhancer, MPEG Video Encoder, Video amplifiers, VCM (Video Channel Modulator), and MptCU

Wiring requirements - 100 Drops will be designated and eligible within the facility

All wiring will be EIA/TIA Standard with certification of Warranty

CAT 5E or 6. we expect managed cabling system, industry certification with 25 year guarantee, testing results to be provided both digitally and in hard copy. Penalty for not completing job within agreed timeframe. All network electronics to be compatible with existing systems.

---

75 Cell phones (accounts)

---

**Telephone service**

A telecommunication bid spec package is available upon request.

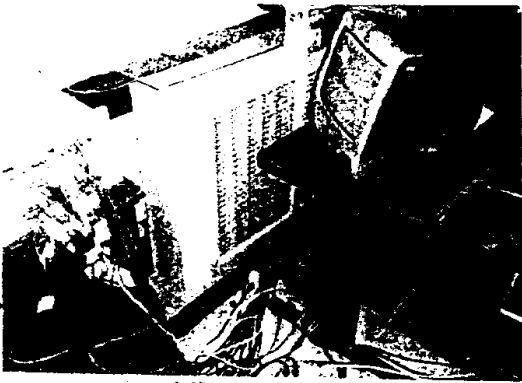
---

**Internet service**

An Internet service bid spec package is available upon request.

---

## **Appendix “6”**



107  
equipment  
side  
ing  
set  
es cascade  
classroom



109  
fiber opti  
device in  
direct  
sunlight &  
heat

110  
cross  
eated  
ipe



111



113



129



139



143

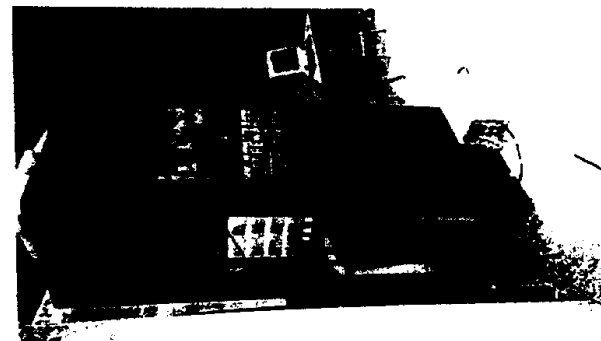
equipment  
outside wiring  
closet

↑  
frayed & under  
student chairs

①

COLOR COPIES  
SENT WITH  
REVIEW #4

classroom 5/11



23

not  
connected



21



22

②

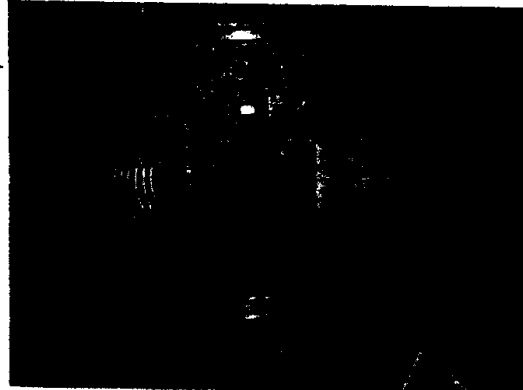
#15

Place terminal 5 (1.4) 5/12/12

16-15



16-27



16-29



16-32

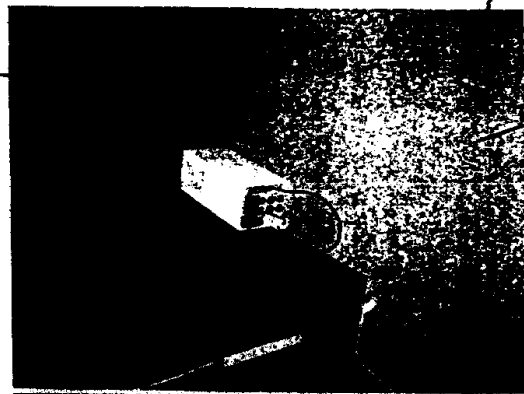


\*

(3)

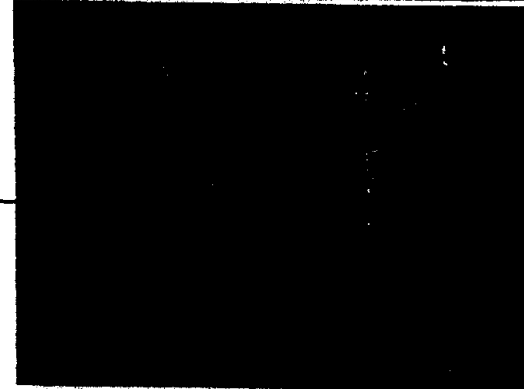
Unconnected  
UPS

16-16



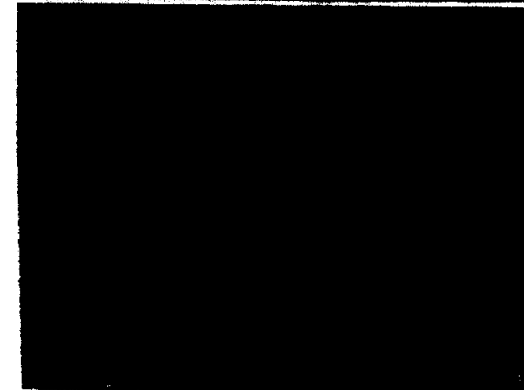
450/2  
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16-28

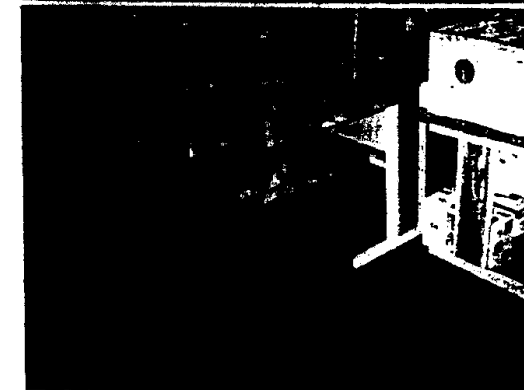


switched 100M  
to 10mb  
hub & out

16-30



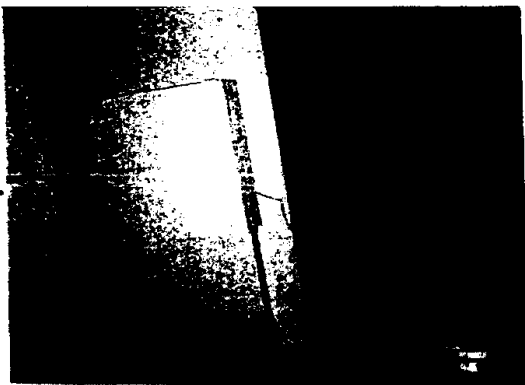
16-34



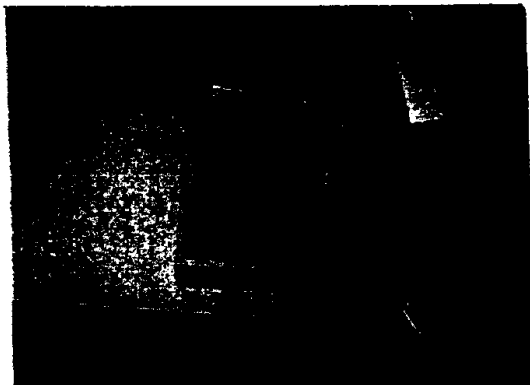
#16

Classroom 1/14/02

16-54



16-55



16-59



16-60



16-62



⑨

#17

1.1.1.

82#

(5)



under desks

1

N. Greenman

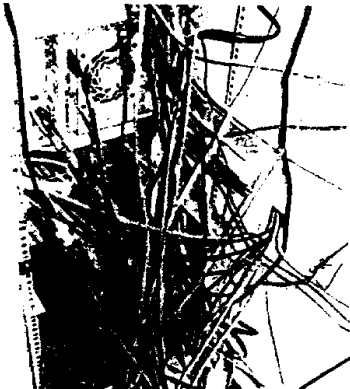
5/11/12



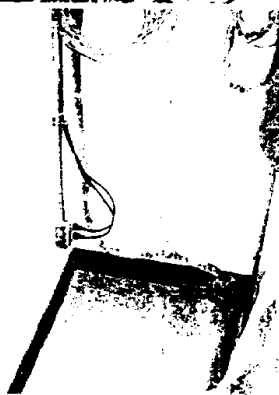
21



23



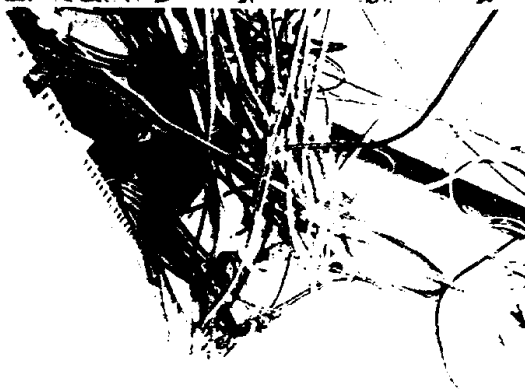
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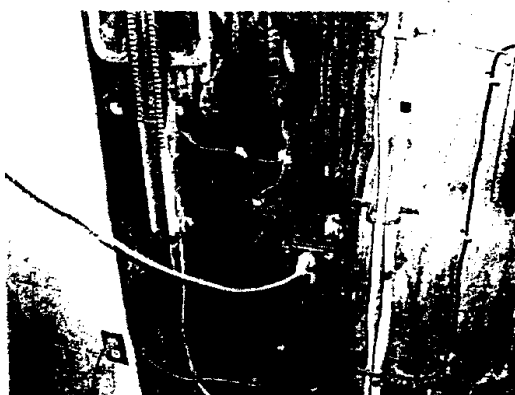
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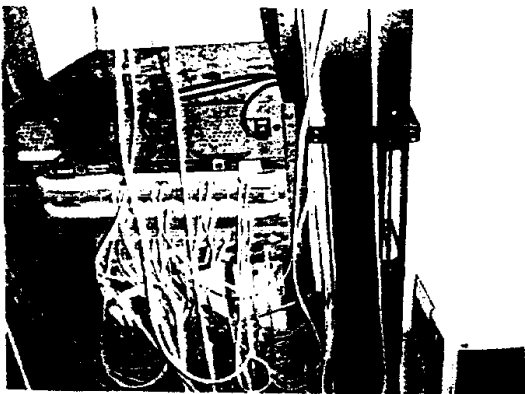


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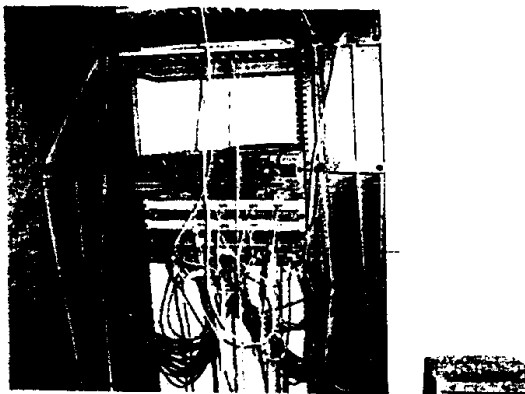
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117



118



123



137

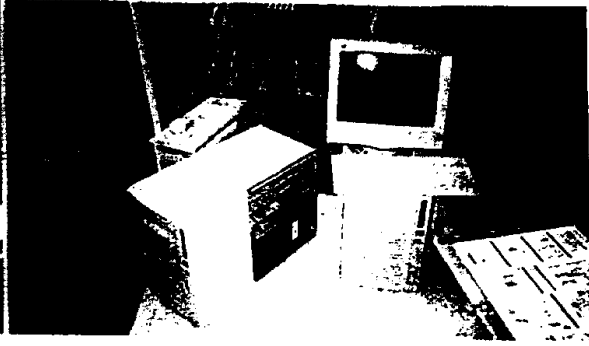


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24



16

8

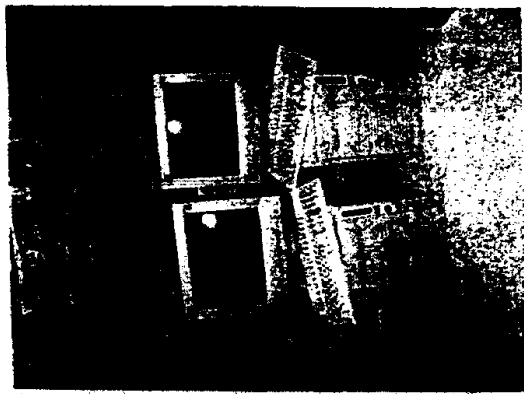
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5.1.

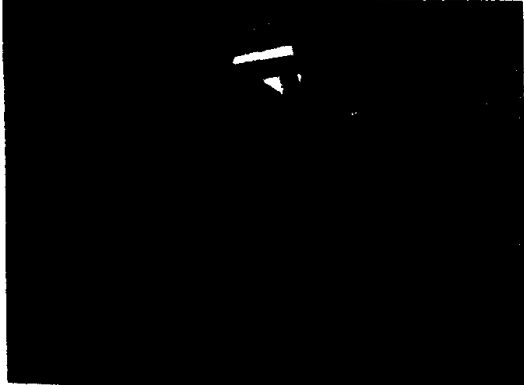
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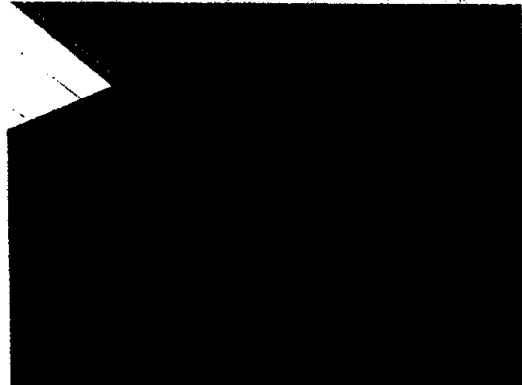
16-13



16-14



16-18



16-19



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16-26



16-33



(9)

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... these thules



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16-56

10

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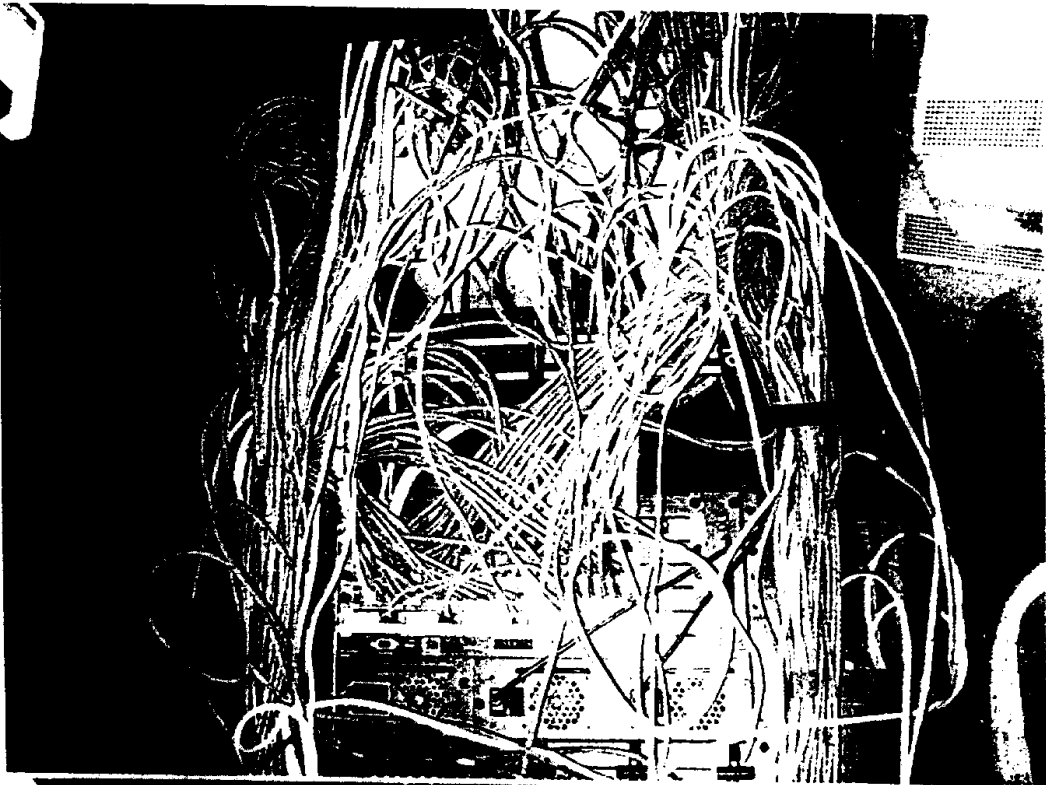
1/24/02

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End of line

11

96



56



## **Appendix “7”**

STATE OF NEW JERSEY  
DEPARTMENT OF EDUCATION  
OFFICE OF COMPLIANCE INVESTIGATION  
INVESTIGATION UNIT

REPORT OF EXAMINATION – JANUARY 2004  
ATLANTIC CITY SCHOOL DISTRICT - BID REVIEW

The Department of Education, Office of Compliance Investigation (OCI), conducted a limited review of the bid procedures of the Atlantic City School District regarding the e-rate application process for the 2003-2004 school year and consultants related to the e-rate application. As a result of the review, the following deficiency was noted.

1. **The Atlantic City Board of Education violated provisions of N.J.S.A. 18A:18A-4a by awarding contracts over the approved bid threshold.**

The Atlantic City Board of Education (Board) approved Alemar Consulting on January 14, 2003 to handle the e-rate application process and facilitate the bidding process for vendors for the internal connection portion of e-rate funding. ComTec Communications was approved at this meeting by the Board for telecommunications services, including review and recommendation of bids for the internal connections portion of e-rate funding. MTG was the successful bidder of the project and was board approved on February 11, 2003.

OCI received complaints regarding the bidding process and award of the bid to MTG. Complaints were received from two sources. Both complaints had similar accusations. The Atlantic City School District (district) was accused of approving MTG without benefit of proper bid procedures. According to documentation received, however, eight vendors bid on the internal connections project and the bidding was conducted appropriately.

There was a further complaint by both parties that the district approved a contract for \$3.6 million that was not budgeted and not yet approved for e-rate funding. The district has not yet received the e-rate commitment for funding for 2003-2004. The district has been using the services of MTG during this period. However, there is a contingency in the MTG contract that the work is subject to funding. Therefore, the district will not be liable if the funding is not received. There is interim work being performed at the rates attained through the bidding process. This work does not represent the entire project.

The district was accused of hiring Alemar Consulting and ComTec Communications without using the bidding process. In fact, during the review it was confirmed that the services for Alemar and Com-Tec were not bid. Payments to Alemar during the 2002-2003 school year equaled \$50,000. Payments to Com-Tec during the 2002-2003 school year equaled \$30,000. These services are subject to bid because the amount paid is in excess of the bid threshold.



The total cost of purchases for items that should have been bid amounted to \$80,000.00. \$9,657.47 of that amount is to be refunded to the Department of Education.


N.J.S.A. 18A:18A-4a, states "Every contract for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the board of education to the lowest responsible bidder after public advertising for bids and bidding therefor, except as is provided otherwise in this chapter or specifically by any other law."

### Recommendation

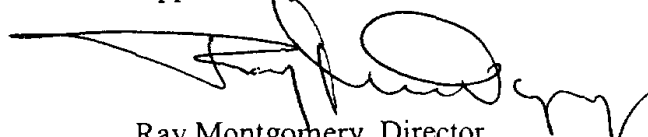
The bidding violations noted above require a refund of State Aid to the Department of Education. The General Fund State Aid that must be refunded by the Atlantic City Board of Education is \$9,657.47. The Division of Finance will notify the school district regarding the timing of the State Aid recovery.

In addition, the Atlantic City Board of Education must establish and implement procedures to ensure compliance with N.J.S.A. 18A:18A-4a.

Submitted by:

  
Kim C. Belin, Manager  
Investigation Unit

Approved by:

  
Ray Montgomery, Director  
Office of Compliance investigation

Auditor

Janet McNerney

these  
are being  
picked  
up by the  
district  
there  
is no  
professional  
services.

#40

## **Appendix “8”**

LexisNexis (TM) New Jersey Annotated Statutes

\*\*\* THIS DOCUMENT IS CURRENT THROUGH P.L. 2004 CHAPTER 119 \*\*\*  
\*\*\* ANNOTATIONS CURRENT THROUGH AUGUST 20, 2004 \*\*\*

TITLE 18A. EDUCATION  
SUBTITLE 5. SCHOOL DISTRICTS  
CHAPTER 18A. PUBLIC SCHOOLS CONTRACTS LAW  
ARTICLE 2. CONTRACTS; AGREEMENTS; PURCHASES; ADVERTISING  
  
**GO TO CODE ARCHIVE DIRECTORY FOR THIS JURISDICTION**

*N.J. Stat. § 18A:18A-5 (2004)*

§ 18A:18A-5. Exceptions to requirement for advertising

Any contract, the amount of which exceeds the bid threshold, shall be negotiated and awarded by the board of education by resolution at a public meeting without public advertising for bids and bidding therefor if

a. The subject matter thereof consists of:

(1) Professional services. The board of education shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in an official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the board of education;

(2) Extraordinary unspecifiable services which cannot reasonably be described by written specifications. The application of this exception as to extraordinary unspecifiable services shall be construed narrowly in favor of open competitive bidding where possible and the Director of the Division of Local Government Services in the Department of Community Affairs is authorized to establish rules and regulations after consultation with the Commissioner of Education limiting its use in accordance with the intention herein expressed; and the board of education shall in each instance state supporting reasons for its action in the resolution awarding the contract for extraordinary unspecifiable services and shall forthwith cause to be printed, in the manner set forth in paragraph (1) of this subsection, a brief notice of the award of such contract;

(3) The doing of any work by employees of the board of education;

(4) The printing of all legal notices; and legal briefs, records and appendices to be used in any legal proceeding in which the board of education may be a party;

(5) Library and educational goods and services;

(6) Food supplies, including food supplies for home economics classes, when purchased pursuant to rules and regulations of the State board and in accordance with the provisions of *N.J.S.18A:18A-6*;

(7) The supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities, in accordance with the tariffs and schedules of charges made, charged and exacted, filed with said board;

(8) The printing of bonds and documents necessary to the issuance and sale thereof by a board of education;

(9) Equipment repair service if in the nature of an extraordinary unspecifiable service and necessary parts furnished in connection with such services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;

(10) Insurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;

(11) Publishing of legal notices in newspapers as required by law;

(12) The acquisition of artifacts or other items of unique intrinsic, artistic or historic character;

(13) Those goods and services necessary or required to prepare and conduct an election;

(14) (Deleted by amendment, P.L.1999,c.440.)

(15) (Deleted by amendment, P.L.1999, c.270).

(16) (Deleted by amendment, P.L.1999,c.440.)

(17) The doing of any work by persons with disabilities employed by a sheltered workshop;

(18) Expenses for travel and conferences;

(19) The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or acquire or update non-proprietary software;

(20) Purchases of goods and services at rates set by the Universal Service Fund administered by the Federal Communications Commission;

(21) Goods and services paid with funds that: are raised by or collected from students to support the purchase of student oriented items or materials, such as yearbooks, class rings, and a class gift; and are deposited in school or student activity accounts; and require no budget appropriation from the board of education;

(22) Food services provided by food service management companies pursuant to procedures established by the New Jersey Department of Agriculture, Bureau of Child Nutrition Programs;

(23) Vending machines providing food or drink.

b. It is to be made or entered into with the United States of America, the State of New Jersey, county or municipality or any board, body, officer, agency, authority or board of education or any other state or subdivision thereof.

c. Bids have been advertised pursuant to *N.J.S.18A:18A-4* on two occasions and (1) no bids have been received on both occasions in response to the advertisement, or (2) the board of education has rejected such bids on two occasions because it has determined that they are not reasonable as to price, on the basis of cost estimates prepared for or by the board of education prior to the advertising therefor, or have not been independently arrived at in open competition, or (3) on one occasion no bids were received pursuant to (1) and on one occasion all bids were rejected pursuant to (2), in whatever sequence; any such contract may then be negotiated and may be awarded upon adoption of a resolution by a two-thirds affirmative vote of the authorized membership of the board of education authorizing such a contract; provided, however, that:

(a) A reasonable effort is first made by the board of education to determine that the same or equivalent goods or services, at a cost which is lower than the negotiated price, are not available from an agency or authority of the United States, the State of New Jersey or of the county in which the board of education is located, or any municipality in close proximity to the board of education;

(b) The terms, conditions, restrictions and specifications set forth in the negotiated contract are not substantially different from those which were the subject of competitive bidding pursuant to *N.J.S.18A:18A-4*; and

(c) Any minor amendment or modification of any of the terms, conditions, restrictions and specifications which were the subject of competitive bidding pursuant to *N.J.S.18A:18A-4* shall be stated in the resolution awarding the contract; provided further, however, that if on the second occasion the bids received are rejected as unreasonable as to price, the board of education shall notify each responsible bidder submitting bids on the second occasion of its intention

to negotiate, and afford each bidder a reasonable opportunity to negotiate, but the board of education shall not award such contract unless the negotiated price is lower than the lowest rejected bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any responsible vendor, and is a reasonable price for such goods or services.

d. Whenever a board of education shall determine that a bid was not arrived at independently in open competition pursuant to subsection c.(2) of *N.J.S. 18A:18A-5*, it shall thereupon notify the county prosecutor of the county in which the board of education is located and the Attorney General of the facts upon which its determination is based, and when appropriate, it may institute appropriate proceedings in any State or federal court of competent jurisdiction for a violation of any State or federal antitrust law or laws relating to the unlawful restraint of trade.

e. The board of education has solicited and received at least three quotations on materials, supplies or equipment for which a State contract has been issued pursuant to *N.J.S. 18A:18A-10*, and the lowest responsible quotation is at least 10% less than the price the board would be charged for the identical materials, supplies or equipment, in the same quantities, under the State contract. Any such contract or agreement entered into pursuant to subsection d. or subsection e. may be made, negotiated or awarded only upon adoption of a resolution by the affirmative vote of two-thirds of the full membership of the board of education at a meeting thereof authorizing such a contract or agreement. A copy of the purchase order relating to any such contract, the requisition for purchase order, if applicable, and documentation identifying the price of the materials, supplies or equipment under the State contract and the State contract number shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs within five working days of the award of any such contract by the board of education. The director shall notify the board of education of receipt of the material and shall make the material available to the State Treasurer. The board of education shall make available to the director upon request any other documents relating to the solicitation and award of the contract, including, but not limited to, quotations, requests for quotations, and resolutions.

**HISTORY:** 1995, c. 265; 1999, c. 270, § 1; 1999, c. 440, § 53.

LexisNexis (R) Notes:

#### CASE NOTES

1. Contractor was denied a preliminary injunction to prevent a board of education from awarding a construction contract to the lowest bidder in a fourth round of bidding conducted pursuant to *N.J. Stat. Ann. § 18A:18A-5c* where it was doubtful that the contractor could establish that there was a substantial difference between the terms of the fourth round negotiated contract and the terms of the advertised contract on which the contractor bid during a second round of bidding. *Thomas P. Carney, Inc. v. Franklin Twp. Bd. of Educ.*, 365 N.J. Super. 509, 839 A.2d 936, 2003 N.J. Super. LEXIS 385 (N.J. Super. Ct. Law Div. 2003).

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Attorney for Atlantic City Board of Education**

**Before the  
Federal Communications Commission**

**Schools and Libraries Universal Service  
Mechanism**

**In the Matter of Request for Review by  
RelComm, Inc. of the Decision of the  
Universal Administrator**

**CC Docket No. 02-6**

**SLD Decision 1022916 and 1023492**

**Billed Entry No. 123420  
Atlantic City Board of Education**

**PROOF OF SERVICE**

1. On October 14, 2004, I, the undersigned, personally served an original and four (4) copies of the within Petition of ACBOE and ALEMAR CONSULTING for Waiver of 47 C.F.R. §§54.721(d) and 54.725, Response to Request for Review by RelComm, Inc. of Decision of Universal Service Administrator, Affidavit of Martin Friedman, Appendices and Proof of Service to **Federal Communications Commission**, Office of the Secretary, 445 – 12<sup>th</sup> Street, SW, Washington, DC, 20554 via Federal Express Overnight Delivery.
2. On October 14, 2004, I, the undersigned, personally served one (1) copy of the within Petition of ACBOE and ALEMAR CONSULTING for Waiver of 47 C.F.R. §§54.721(d) and 54.725, Response to Request for Review by RelComm, Inc. of Decision of Universal Service Administrator, Affidavit of Martin Friedman, Appendices and Proof of Service to **J. Phillip Kirchner, Esquire**. FLASTER GREENBERG, P.C., 1810 Chapel Road, West Cherry Hill, New Jersey 08002, via facsimile and Federal Express Overnight Delivery.
3. On October 14, 2004, I, the undersigned, personally served one (1) copy of the within Petition of ACBOE and ALEMAR CONSULTING for Waiver of 47 C.F.R. §§54.721(d) and 54.725, Response to Request for Review by RelComm, Inc. of Decision of Universal Service Administrator, Affidavit of Martin Friedman, Appendices and Proof of Service to **Schools and Library Division**, Box 125 –

Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981, via First Class Mail.

4. On October 14, 2004, I, the undersigned, personally served one (1) copy of the within Petition of ACBOE and ALEMAR CONSULTING for Waiver of 47 C.F.R. §§54.721(d) and 54.725, Response to Request for Review by RelComm, Inc. of Decision of Universal Service Administrator, Affidavit of Martin Friedman, Appendices and Proof of Service to **Ralph Kelly, Esquire**, 41 Grove Street, Haddonfield, New Jersey 08033, via First Class Mail.
5. On October 14, 2004, I, the undersigned, personally served one (1) copy of the within Petition of ACBOE and ALEMAR CONSULTING for Waiver of 47 C.F.R. §§54.721(d) and 54.725, Response to Request for Review by RelComm, Inc. of Decision of Universal Service Administrator, Affidavit of Martin Friedman, Appendices and Proof of Service to **Gino F. Santori, Esquire**, JACOBS & BARBONE, 1125 Pacific Avenue, Atlantic City, New Jersey 0840, via First Class Mail.
6. On October 14, 2004, I, the undersigned, personally served one (1) copy of the within Petition of ACBOE and ALEMAR CONSULTING for Waiver of 47 C.F.R. §§54.721(d) and 54.725, Response to Request for Review by RelComm, Inc. of Decision of Universal Service Administrator, Affidavit of Martin Friedman, Appendices and Proof of Service to **Deborah Weinstein, Esquire**, THE WEINSTEIN FIRM, 225 West Germantown Pike, Suite 204, Plymouth Meeting, PA 19462-1429, via First Class Mail.
7. On October 14, 2004, I, the undersigned, personally served one (1) copy of the within Petition of ACBOE and ALEMAR CONSULTING for Waiver of 47 C.F.R. §§54.721(d) and 54.725, Response to Request for Review by RelComm, Inc. of Decision of Universal Service Administrator, Affidavit of Martin Friedman, Appendices and Proof of Service to **Joseph Lang, Esquire**, LENOX SOCEY LAW FIRM, 3131 Princeton Pike, Building 1B, Lawrenceville, New Jersey 08648, via First Class Mail.

**I HEREBY CERTIFY** that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

By:

  
**Mary Catherine Wessler, Legal Assistant**  
**ROVILLARD & BLEE, L.L.C.**